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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

"The Swift" and "The Broke."

WE HAVE the pleasure of noting that Commander EDWARD R. G. R. EVANS, who was in command of *The Broke* in the brief but brilliant sea fight so vividly narrated in the Press on Thursday, is the son of Mr. FRANK EVANS; and we understand that Commander AMBROSE M. PECK is a brother of Mr. W. A. PECK; both gentlemen well known and esteemed at Lincoln's Inn, to whom we offer our very hearty congratulations.

The Food Orders.

THE FOOD ORDERS so intimately affect the daily life of the people that they receive, on being issued, immediate and wide notice in the Press. In pursuance, however, of our endeavour to make these pages a complete record, within practical limits, of all war legislation and regulations, we print those which are of general importance, and several, including the new Cake and Pastry Order, will be found printed this week. Under a new Defence of the Realm Regulation (printed elsewhere) power is conferred on the Food Controller, by Order, to take possession of factories, workshops, and premises in which any article of food specified in the Order is manufactured or produced or offered for sale. It is under this power, apparently, that an Order has been made taking over the principal flour mills throughout the country, but the text of this we have not yet received. The present food outlook is so grave as to make the Food Controller's task one of exceptional responsibility, and his orders have corresponding importance.

A Criticism of Lawyers.

THE *New Statesman* of the 21st inst. contained the first part of a special supplement on Professional Associations. It consists of the Draft of the Fourth Report of the Committee of the Fabian Research Department, which has been investigating the subject of "The Control of Industry." We gather that the draft has been prepared by Mr. SIDNEY and Mrs. BEATRICE WEBB—one chapter, not affecting lawyers, by Mr. G. BERNARD SHAW—and that it is part of a comprehensive scheme for examining the conditions both of professional and manual work. The first chapter is devoted to "Professional Organization among Lawyers," and is interesting as an outside examination of the profession and its conditions by very competent social investigators. It starts on a point which we have frequently emphasized: that a large and, as it seems, an increasing proportion of the work of the legal profession has no necessary or immediate connection with litigation. It is

the complication and variety of written documents required for contracts, transfers, and wills, and also in all branches of administration, and the importance of using terms of art, so as to be sure of an exact interpretation in the future, that occasion now a great part of the lawyer's work. And the need for the lawyer is increased by "the intricacy of personal and business relations, and the impossibility of everybody having the knowledge necessary to safeguard his interests in all the complicated emergencies of modern life." "The result," say the writers, "has been, in every advanced community, the development of a trained and skilled professional class of lawyers, still (with trivial modern exceptions) confined exclusively to the male sex, numbering, at present, usually somewhere about 1 to 3 per 1,000 of the adult male population, but always exercising in the community an influence out of all proportion to its numbers."

Legal Education.

We need not follow Mr. and Mrs. Webb into their summary of the organizations of the two branches of the profession. We are familiar with the Law Society, the authority of which is based on statute law, and the Bar, which is virtually under the customary jurisdiction of the Inns of Court. But they point out that membership of the Law Society is so effectively optional that two-fifths of the practising solicitors remain outside. At the same time, the Society has control over admission to the profession, and has "a very influential participation in the disciplinary authority now exercised over solicitors by the High Court." It will be remembered that under Lord Loreburn's Solicitors Bill of 1913 this authority was to be transferred to the Discipline Committee. The Bill was read a second time in the House of Lords, and was reintroduced in 1914; but since then, we believe, it has disappeared, with much else. Some criticism is directed at entry into the profession, and its educational and pecuniary requirements. They "are such as to exclude the ambitious young artisan with no more than an elementary schooling, the able workman who has risen to be a Labour leader, and even the accountant or commercial man who thinks he could do better in the Law—men to whom the easier admission into the legal profession in the United States, the Dominion of Canada, and the Commonwealth of Australia has opened up reputable and successful careers." This may be so, but we hardly think that a lowering of educational requirements is consistent with Mr. and Mrs. Webb's conception of the lawyer's special sphere. At any rate, they criticize the professional part of the education as being lacking in system and completeness. It is, indeed, the old complaint: the English lawyer is contented to look to practice and the study of particular cases as the safest guide, and to ignore "any theoretic or philosophical or scientific treatment of law." Hence we have what Mr. and Mrs. Webb call the "arrested development of the English lawyers," and they consider that "in the legal profession there is nothing comparable with the Royal Society of Medicine, or the various Institutes of Engineers, or the numerous societies for the improvement of education." But how many years is it—we are prompted to ask—since Lord Russell of Killowen pleaded for the foundation of a School of Law and all that such a scheme might have meant?

Death Duties and Settled Legacies.

We summarized recently (*ante*, p. 364) the cases which have been decided on the question of the liability of the residue of a testator's estate for death duties payable *in futuro* when he has given a direction that settled legacies shall be paid free of duty. As regards legacy duty, the inconvenience of such a direction is not in theory new, since there has always been the possibility that the duty would be payable at different rates, so that it could not be paid in a lump sum on the testator's death. But this seems not to have been felt in practice, for the reason, probably, that the legacy duties on the successive interests in a settled legacy are usually payable at the same rate, and hence are paid at once (Legacy Duty Act, 1796, s. 12). The inconvenience is very pronounced, however, in the case of estate duty which, since the Finance Act, 1914, has been payable on the death of each tenant for life, instead of being in effect commuted, as under the Finance Act, 1896, by payment of settlement estate duty. As we pointed out, there appears to be no general principle of construction applicable to these cases, and the result in each case—whether future duties are thrown on the residue or not—depends on the words of the particular will in question. These may indicate that the legacy is to be free from duties only up to the date of payment or appropriation (*Re Palmer*, 60 Solicitors' Journal, 505; 1916, 2 Ch. 391); but otherwise the words "free of duty" will have their natural effect, and all future duties must be provided out of residue: *Re Stoddart* (60 Solicitors' Journal, 586; 1916, 2 Ch. 444). In that and other cases the testator died before 1914, so that the words threw on the residue a duty imposed after his death. In *Re Parker* (reported elsewhere; Weekly Notes, 1917, p. 137) the death occurred after 1914, so that the case was still clearer, and Sargant, J., held that, under a direction that all legacies should be free of legacy duty, succession duty, settlement estate duty, and all other duties, and that these should be paid out of residue, the future death duties payable in respect of legacies must be thus paid. As to settlements already in existence, there is no way of avoiding the inconvenience of indefinitely tying up the residue except by the intervention of the Legislature, and a Revenue or Finance Bill would seem to be the appropriate place for introducing such a provision. But, as Sargant, J., intimated, the matter should be dealt with in future wills by a suitable alteration in conveyancing forms, and when a settled legacy is given free of duties, or when there is a general provision that legacies shall be free of duties, this should be restricted to duties payable on the death of the testator.

Special Agreements as to Costs.

It is well known that the case of *Gundry* v. *Sainsbury* (1910, 1 K. B. 645) puts serious difficulties in the way of a solicitor who desires to make a special agreement with his client as to costs under which the client is to be relieved from liability for costs, while at the same time the solicitor shall retain, in the event of success, the right to costs to be recovered against the other side. In that case it was held that an agreement that the client, as plaintiff in an action, should pay the solicitor no costs, carried the result that, in the case of success, costs could not be recovered against the defendant; for costs are given only as an indemnity, and if the plaintiff is not liable to his own solicitor, there is nothing against which he requires to be indemnified. "What," said Lord Cozens-Hardy, M.R., in the above case, "are party and party costs? They are not a complete indemnity, but they are only given in the character of an indemnity." In the interesting case of *McLean* v. *Carlisle*, which we reported recently (*ante*, p. 399), an attempt was successfully made to escape *Gundry* v. *Sainsbury*. The agreement is stated in the report, and is too long and special to be repeated here; but the effect appears to have been that the client was not to be liable for the excess of solicitor and client costs over party and party costs, or, in the event of failure, for profit costs; but, in the event of success, he was to be entitled as against the client to party and party costs, just as if *Gundry* v. *Sainsbury* were out of the way. Upon this agreement there has been judicial difference of opinion. Sankey, J., held that it was effectual for the object in view, and that the solicitor, Mr. McLean, was entitled to party and party costs against the client, for which judgment had been recovered, but which, owing to the insolvency of the other party, were not paid. The Court of Appeal reversed this decision, but it was restored by the House of Lords. In a letter which we print elsewhere, Mr. McLean points out that certain words in which Lord Finlay, C., spoke of the language of the agreement as being "perfectly clear" are omitted in our report; but, indeed, the question seems to have been,

not so much on the construction of the words used, which appear to have shewn unmistakably the intention of the parties, as whether the decision in *Gundry* v. *Sainsbury* could be thus avoided. We are not sure as to the reasons for the decision of the Court of Appeal; but it seems to have gone on the ground that where, under such an agreement, the principle of *Gundry's case* is let in, it cannot be got out by the same agreement. This may be so, but in fact when the solicitor had imposed, by the agreement, an absolute liability on his client, the principle of *Gundry's case* was excluded, and so the House of Lords unanimously held. Lord SUMNER criticized the drafting of the agreement in a manner to which Mr. MCLEAN takes exception, and apparently his was the only criticism of this nature. At any rate Mr. MCLEAN has established that the doctrine of *Gundry* v. *Sainsbury* can be successfully avoided.

Tenants in Fee Simple and the Settled Land Acts.

AN INTERESTING decision on the power of a tenant in fee simple, subject to portions terms and jointure, to exercise the powers of a tenant for life under the Settled Land Acts, and so override the portions and jointure, has been given by NEVILLE J., in *Re Monckton's Settlement* (1917, 1 Ch. 224). In 1894 lands were settled by deed to the use of A for life, remainder to B, his eldest son, if he should survive him, in fee simple, with powers for A to create portions terms for his younger children, and for B to jointure his wife and create portions terms for his younger children. A died in 1916, and at that time all the above powers had been exercised. A had created portions terms for his younger children, and B had married and had charged a jointure for his wife and created portions terms for his younger children. Under these circumstances, B desired to sell a part of the settled lands as tenant for life, but there was the objection that he was not and never had been tenant for life, nor did he, apparently, come within any of the classes of persons who have the powers of a tenant for life under section 58. It was suggested, indeed, that he was within class (ii.)—a tenant in fee simple, with an executory limitation over. But the learned Judge did not deal with this, and in any case it seems doubtful. It is settled that the existence of family charges may constitute a settlement, notwithstanding that the owner of the estate has become entitled in fee simple. In *Re Mundy & Roper's Contract* (1899, 1 Ch. 275), it was held that, where these followed the estate of a tenant for life, they were interests which took effect by way of succession; and in *Re Marshall's Settlement* (1905, 2 Ch. 325) it was held that the same result followed, notwithstanding that the tenant for life, M, was also tenant in fee simple in remainder. SWINFEN EADY, J., pointed out in the latter case that the jointress and portioners would succeed to their interests on the death of M, and that under those circumstances the lands stood limited for persons in succession, and therefore there was a "settlement" with section 2 (1) of the settled Land Act, 1892, while M was to be treated as tenant for life under sub-section 5 of the same section. Since he was originally tenant for life, and had only obtained a present fee simple by merger, it was not difficult to arrive at this conclusion. In the present case the owner had never been tenant for life, and as regards the portions created by A, there seems to have been no ground for suggesting that there was a settlement. These were simultaneous with B's estate. As regards the jointure and portions created by B himself, they would only take effect on his death, so that they were limited in succession, and the question was whether he could be regarded as "a person . . . for the time being . . . beneficially entitled to the possession of the settled land for his life," so as to be tenant for life within section 2 (5). NEVILLE, J., held that he was, since other estates might be let in at his death, thereby reducing his immediate estate to an estate for life. The decision may be thought a bold one, and would hardly have been possible but for *Re Marshall's Settlement* (*supra*). But that shewed the way for it, and since the Courts have adopted the principle of construing the Settled Land Acts broadly, the extension now made appears to be the natural result of the decisions.

Covenants to Settle After-Acquired Property.

WE REFERRED last week, in commenting on *Re Thorne* (*ante*, p. 268; 1917, 1 Ch. 360). to one aspect of covenants in a marriage settlement for settlement of the after-acquired property of the wife. An interesting decision on another point has been given by EVE, J., in *Re Pryce* (*ante*, p. 183; 1917, 1 Ch. 234). In general, persons who are not parties to a contract cannot claim the benefit of it, and an action by them to enforce it will fail: *Tweddle* v. *Atkinson* (1 B. & S. 393). "That rule, however, is subject to this exception: if the contract, although in form it is with A, is intended to secure a benefit to B, so that B is entitled to say he has a beneficial right as *cestui que trust* under that contract, then B would, in a court of equity, be allowed to insist upon and enforce the contract"; *per* COTTON, L.J., in *Gandy* v. *Gandy* (30 Ch. D., p. 67). Upon this, however, there is an important qualification. The third person, who thus claims to sue as a *cestui que trust* under the contract, must be within the consideration for the contract, and if he cannot satisfy this condition, his action will fail. Thus, while the Court will enforce a covenant in a marriage settlement at the instance of children of the marriage, since they are within the marriage consideration (*Pullan* v. *Koe*, 1913, 1 Ch. 9), it will not enforce it at the instance of the next of kin of the wife or other persons taking under the ultimate limitations: *Re D'Angibau* (15 Ch. D. 228). Such a person is a mere stranger, and the rule laid down by Lord LANGDALE, M.R., in *Colyear* v. *Countess of Mulgrave* (2 Keen, p. 98), applies: "Where two persons, for valuable consideration between themselves, covenant to do some act for the benefit of a mere stranger, that stranger has not the right to enforce the covenant against the two, although each one might as against the other." Thus in *Re Plumptre's Settlement* (1910, 1 Ch. 609), EVE, J., held that the wife's next of kin could not enforce a covenant to settle after-acquired property against her administrator, and that the trustees of the settlement were not bound to interfere to enforce the covenant; and the same learned Judge arrived at the like conclusion in *Re Pryce* (*supra*). It would be otherwise as regards property already brought into settlement, as to which the ultimate trusts were declared for the next of kin. There the next of kin takes under a completed trust, and it matters not that they are volunteers. But a covenant to settle after-acquired property is not a completed trust; it remains executory until the property has been either transferred or affected by express declaration of trust, and the Court will not interfere in favour of a volunteer to have the trust executed; and what it will not do directly, it will not do indirectly by requiring the trustees to sue. If, however, a beneficiary with a partial interest—*e.g.*, a tenant for life—wishes to have the covenant enforced, the judgment will not be limited to his interest, but the whole property will be brought in so that the next of kin or other strangers benefit: *Davenport* v. *Bishopp* (2 Y. & C.C.C. 457). In *Re Pryce* the tenant for life, who was the wife herself, did not desire the covenant to be enforced, so that her next of kin, who were, of course, still unascertained, were not in a position to get the benefit of this rule.

The Right to Arrest.

A NOVELTY was imported into a familiar doctrine of the common law by Mr. Justice BAILHACHE in *Trebeck* v. *Crondace* (*Times*, 29th March). Everyone knows that any of the King's liege subjects can arrest in three cases, and three only, namely (1) where a felony has been committed; (2) where a breach of the peace is committed in his presence; and (3) where a statutory right to arrest is conferred upon him. A constable has at common law a somewhat wider power: he can arrest on "reasonable suspicion" of felony, and where a misdemeanour has actually been committed. His statutory powers of arrest, too, are wider than those of a private citizen; but they are confined

to specified offences set out in particular statutes, such as the Town Police Clauses Acts, Highway Acts, Prevention of Crimes Acts, Criminal Law Amendment Acts, and others of a similar special character. Neither constable nor private person can arrest on "reasonable suspicion" that a mere misdemeanour, or a mere summary jurisdiction offence—other than those provided for by some special statute—has been committed. If he arrests on "reasonable suspicion," and the accused turns out to be innocent, then the constable is liable in tort for false imprisonment. Such is the accepted doctrine as set out in every text-book. But a curious difficulty came before BAILHACHE, J. A constable arrested a taxi-cab driver on reasonable suspicion of drunkenness; at the police station, however, the medical officer found that the man was sober. The policeman ought to have dropped the charge, but policemen who take this straightforward course have two troubles before them: an action for false imprisonment on the part of the accused, and disciplinary reprimand or punishment by their superiors for "making a mistake." So, perhaps, it is not to be wondered at that the constable persisted in signing the charge, with the result that the accused was in due course acquitted by the police magistrate. Then he sued the policeman for (1) false imprisonment, and (2) malicious prosecution. The jury found that the arrest was made *bona fide*, but that the prosecution (which is initiated by the signing of the charge) was *mala fide*. Clearly the driver was entitled to his verdict and damages for malicious prosecution, and the judge entered judgment accordingly. But as regards the false imprisonment a refinement arose. For the arrest, though honest and reasonable, was arrest for a summary offence—not covered by statutory powers—and therefore not justifiable on mere reasonable suspicion, but only by actual proof of the crime, at least if the commonly accepted doctrine is right. Mr. Justice BAILHACHE, however, here invented a novelty. He held that where it is necessary (in the interests of the public safety) to make an arrest, a constable may do so; and the arrest of a possibly drunken driver in charge of a taxi-cab is obviously in the interests of the public safety. So on this issue he found for the policeman, ordering the costs of the two issues to be set off against one another.

The Publication and Sale of Law Books.

THERE ARE several reasons why the publication and sale of law books should be injuriously affected by the war. A large number of barristers and solicitors have obeyed the call to arms. They are not likely to become authors of books while engaged in military service, or to accumulate books which they must leave unread. They have in many cases parted with their chambers or contented themselves with "name on door," and have no storage room for the volumes which they already possess, which can only be offered for sale at a ruinous sacrifice. Peace is not yet in sight, and even when it comes a rush to furnish libraries is not to be expected. But even before the war, the difficulty of finding space for books was becoming more and more urgent. Where was the barrister to put "the dreadfully dull books which cost so much money" as his wife or sisters describe them. A complete set of "The Law Reports" will crowd many shelves, and he has still to find places for White and Red Books, Digests, and a few leading treatises which have a fatal tendency to get out of date. We now hear of a further cause for an increase in the price, and a corresponding decrease in the sale of books. The reduction in the supply of paper will in all probability increase the expenses of the publishers, and compel them to increase their prices if they hope to secure a reasonable profit. The anxious barrister or solicitor will be driven to economise, and will consider whether he can make any savings in books. He will ask whether he cannot in emergencies make use of the law libraries, or even borrow what he wants from neighbours and friends. He will hear that quite busy practitioners get on with very few books, especially if they are principally engaged in witness causes, or matters which depend on advocacy, or the sifting of evidence. All these reasons will have their weight, and much depression in the book market may be the result. But a better time may sooner or later be expected. The serious student must admit that it is a great advantage to be the owner of books, though it is more than usually important that they should be carefully selected.

Rights of Way and the Conveyancing Act, 1881.

DISPUTES often arise, when a conveyance is being settled, as to how far the purchaser is entitled to rely on the provisions of section 6 of the Conveyancing Act, 1881, and to secure for himself the future enjoyment of private roads and pathways which have been used in connection with the subject matter of his purchase. That section, which was originally designed to shorten the length of conveyances, has certainly not resulted in simplifying questions between vendors and purchasers of land touching *quasi*-rights of way. On the contrary, it has tended to increase those difficulties. It has been held that, if the effect of the section upon the conveyance would be to give the purchaser more than his contract gives him, the vendor is entitled in the conveyance to modify that effect, so as to give the purchaser nothing more than the vendor has agreed to give him. The section has not altered the effect of contracts; it has merely rendered unnecessary the insertion in the conveyance of the long string of words which were formerly inserted with the parcels, and were known as "general words." But whereas, prior to the passing of the Act, two things had to be considered, namely, the wording of the contract and the wording of the conveyance; now three things have to be considered: first, the wording of the contract; secondly, the wording of the conveyance; and, thirdly, the wording of the section. Instead of simplicity, therefore, we get further complication.

These observations apply primarily to what we have called *quasi*-rights of way. In the case of a real right of way the position is more simple. A real right of way exists when the vendor as owner of one piece of land has appurtenant to that land a right of way over another owner's land. The vendor agrees to sell his land to B. The conveyance need not expressly mention this right of way. It passes under the section to B. But suppose the vendor uses a path or roadway over his adjoining land in connection with the piece of land he is selling to the purchaser, then the question arises, first, on his contract, whether the benefit of this passes or is intended to pass to the purchaser; secondly, whether the wording of the conveyance complies with the contract; and, thirdly, whether the section introduces into the conveyance more than the contract contemplates, and, if so, to what extent the section ought to be excluded. It seems abundantly clear that, once the conveyance is executed, the purchaser can claim the benefit of the section, so far as it is not modified by the express terms of the conveyance, and that it would not be open to the vendor to go back to the contract.

Putting the material parts of the section as briefly as possible, it enacts that a conveyance of land shall be deemed to include and shall operate to convey with the land (amongst many other things) all ways, easements, rights, and advantages whatsoever, appertaining or reputed to appertain to the land, or, "at the time of conveyance, demised, occupied, or enjoyed with, or reputed or known as part or parcel of or appurtenant to the land, or any part thereof." A similar provision, but rather more extensive, is made as regards a conveyance of lands with buildings on it. The section applies only as far as a contrary intention is not expressed in the conveyance, and only to conveyances made after the commencement of the Act. It is not to be construed as giving to any person a better title to any property, right, or thing mentioned in the section than the title which the conveyance gives to him to the land expressed to be conveyed: sub-sections (4)-(6).

For the present purpose it may be said that there are three kinds of *quasi*-rights of way. The term *quasi*-right of way is really an objectionable term, but it seems legitimate to use it in the present circumstances, and the meaning attributed to it in these remarks will sufficiently appear. First, then, there is the case of a *quasi*-right of way over the would-be vendor's other land, where a way to the land intended to be sold will, on the conveyance, become a way of necessity. That is to say, if the land is conveyed, the purchaser will have no means whatever of getting to the purchased land except over the vendor's remaining land. That is a strict way of necessity, and, on the conveyance, will become an absolute legal right of way as against the vendor and his successors in title. Secondly, there is the case of a made roadway or path, which is used for the purposes of the land to be sold, and which passes over land to be retained by the vendor; but will never become a strict way of necessity, inasmuch as the purchaser can get to the newly purchased property by some other way, either because the newly purchased property abuts on a highway, or because it abuts on other property of the purchaser, or because there is another right of way to it which the purchaser can use. Then there is a third case, similar to the second, except that the way is not over a made-up road or pathway, but is merely a cart track or path which has been actually used by the vendor in connection with the property to be sold.

It is in the second and third cases that all the difficulties arise. It seems clear that, in the second case, the section would pass the benefit of the roadway. That the section would pass the benefit of the unmade road or path in the third case seems to have been assumed by EVE, J., in the recent case of *Walmsley and Shaw's Contract* (1917, 1 Ch. 93), where his lordship held that the vendor was entitled to have the effect of the section modified in the conveyance to prevent such an operation, inasmuch as the contract did not bind the vendor to grant a right of way over a cart track which was not a way of necessity The learned judge, in the circumstances, found that a bare contract for the sale of the land did not give the purchaser a right to call for a grant of way over such a track.

To return to the first of the three main difficulties facing the parties in these cases—namely, the terms of the contract—contracts often contain such words, for instance, as "together with the appurtenances," following the parcels. In *Bolton* v. *Bolton* (11 Ch. Div. 968), FRY, J., held that these words did not pass a right to a way falling under the second category of *quasi*-rights of way given above. There were two made roads in that case over land of the vendor. The learned judge held that one only could be claimed by the purchaser as a way of necessity, and that that one could be chosen by the vendor. It now seems to have been established—and the recent case before EVE, J., is an additional authority on this point—that a contract for the sale of land "with appurtenances" only gives the purchaser a right to strict rights of ways over the lands of strangers which are real appurtenant rights, or a right to a strict way of necessity in the narrowest sense of that term. *Peck and London School Board's Contract* (1893, 2 Ch. 315) is an authority to the like effect.

The last-mentioned case is the chief authority on the rights of the parties to have the provisions of section 6 expressly modified in the conveyance where the general words which in effect must, under the Act, be read into the conveyance give, or would give, more than the vendor has agreed to give. The conclusion to which that case and the recent case before EVE, J., lead is that, in every case where there is any question of private roads and paths and *quasi*-rights of way, the proper course is to be explicit in the contract as to what amenities, accommodation, and easements or *quasi*-easements of this kind are to be sold. Then the conveyance ought expressly to exclude the section, and repeat the words of the contract, and those words only.

Books of the Week.

Criminal Law.—Criminal Appeal Cases: Reports of Cases in the Court of Criminal Appeal, February 13, 26; March 5, 12, 19; April 2, 1917. Edited by HERMAN COHEN, Barrister-at-Law. Stevens & Haynes. 4s. net.

The Agricultural Holdings Acts, 1908-14, with Introduction and Explanatory Notes and Forms. Also The Board of Agriculture and Fisheries Rules and Forms of 1908 Agricultural Holdings and County Court Rules and Forms of 1909, together with a Manual of Tenant-Right Valuation. By T. C. JACKSON, B.A., LL.B. (Lond.), Barrister-at-Law. Third Edition. Revised and Enlarged. Sweet & Maxwell (Limited). 6s. 11d. net, post free.

The Law Quarterly Review, April, 1917. Edited by The Right Hon. Sir FREDERICK POLLOCK, Bart., D.C.L., LL.D. Stevens & Sons Limited). 5s. net.

Correspondence.

McLean v. Carlish.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—I observe in your valuable paper a report of the above case in the House of Lords. I am sorry to have to write and say that this report is hardly fair to me. At page 400, second column, line 4, the report says, "They provided that the provision contained in the first and second clauses . . ." The transcript of the judgment reads, "They provided, *by language which seems to me perfectly clear*, that the provision contained in the first and second clauses . . ." The omission of these words would not matter so much if the report had not gone out of its way to include the comment of Lord Sumner. Lord Sumner was the only one of nine judges who animadverted on the drafting of the clause. In drafting the clause I was of course aware of the difficulty caused by the necessity to circumvent the Act and decision in the manner desired. It was for this reason that I added a final clause imposing liability upon the client to me, whatever construction might be placed upon the agreement. I observe that Lord Dunedin's judgment is omitted in your report. . . .

I think it would be more fair to me to have sent me a draft of the report, having regard to the fact that it contains a record for all time in a case which is of the greatest possible personal importance to me. I am of course aware that the judgment of Lord Sumner is correctly reported, but none of the other Law Lords had any difficulty, and personally I cannot even now see in what other way the clause could have been drafted in order to effect the desired object. The omission of the words used by the Lord Chancellor operates very hardly upon me, and I venture to express the hope that you will draw attention to it in your next issue.

GRANT MCLEAN.

Molesworth House, Palace-place (Castle-square),
Brighton, April 23.

[See observations under "Current Topics." With deference to our correspondent, we do not admit that the reporter went out of his way in stating shortly the effect of the dissentient judgment. Surely this was the proper course to take.—ED. *S.J.*]

Public Departments and Legal Forms.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—During the past day or two tea merchants in the City have been bringing in to solicitors in the neighbourhood of the produce markets forms of declaration, which the Food Controller requires to be made in connection with certain regulations regarding tea, of a most extraordinary character. They are stated to be declarations, but they do not conform to the requirements of the Schedule to the Statutory Declaration Act, 1835, either as regards the commencement or the termination of the declaration. Confusion, however, is worse confounded by the fact that the words at the bottom are "sworn by this day of 1917," etc. This is not the only trouble. The form has two alternative clauses, one relating to a declaration to be made where the business is that of an individual, and the other relating to a business run by a firm; but no intimation is given as to whether all the partners must sign, or whether one partner can sign for the firm; indeed, the assumption of the public from the form of the document seems to be that it is the firm which has to declare, and it becomes necessary for the Commissioner solemnly to inform the intending declarant that such a thing is impossible. A perusal of this wonderful document, if it should come your way, would, I fancy, interest you. Surely, Sir, it is possible, even when the country is at war, for the

work of the public departments to be done with some degree of conformity to legal methods. Possibly there is no gentleman of legal training on the staff of the Food controller; but if such is the case, still the position is not incapable of cure.

I, in common with other members of the legal profession, have been called upon to volunteer for any sort of National Service to which it pleases the Director of National Service to allot me. Having most of my male staff at the front, and with the sword of Damocles hanging over the heads of the remainder, my time is fully occupied at my office, but I could and should be prepared to devote, say, an hour or two a day, or half a day a week, to National Service; and if one were allowed to help, as a solicitor of any experience could do, in assisting any departments where there is no legal assistance to prepare their legal forms properly, one would at any rate be rendering some service to the country in the present crisis. No such opportunity is, however, given. One is pressed to devote one's whole time, but failing that there seems to be no scope for one's services. E. S. W.

19th April.

The Military Service Acts—Reasonable Excuse.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—I have read with great interest the very able and helpful articles on the Military Service Acts which have been appearing in the *Solicitors' Journal*, and I am glad to observe that there is a possibility of these articles being reproduced in a more permanent form.

I was a little disappointed to observe that the author of the articles in question did not in the last issue of your paper express his own views as to the meaning of the words "such sickness or other *reasonable excuse as may be allowed in the prescribed manner*," which occur in sec. 15 (1) of the Reserve Forces Act, 1882.

The questions of what is a reasonable excuse, and what is the "prescribed manner" for allowing such an excuse, have, I know, caused difficulty to many of us.

In a case in which I was interested a man *bonâ fide* believed his age was 42 until he was arrested as an absentee and shown his birth certificate.

In this case the Bench (although satisfied as to the facts) convicted the defendant as an absentee, although after his arrest he had obtained leave to appeal, appealed, and been granted a period of exemption. No fine was inflicted, but the defendant was bound over to hand himself over to the military on the expiration of his period of exemption or any extension thereof. It was unsuccessfully argued that on obtaining exemption the defendant was not deemed ever to have been attested.

H. C. Dryland.

165, Friar-street, Reading, 25th April.

[The case put by our correspondent hardly seems to be within the provision to which he refers. We doubt whether in any case the mistake of the man as to his own age could be a reasonable excuse for failing to appear; and he was in fact let off easily.—Ed. *S.J.*]

The Military Service Acts—Rejected Men.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—I have been much interested in the valuable articles which have appeared in your journal dealing with the Military Service Acts. I do not, however, quite appreciate the position of a man in the following circumstances:—

He attained 41 last Christmas, and was granted conditional exemption by the local tribunal on the ground of "business obligations." Early in March of this year he was asked to submit himself for examination by the Medical Board in his district, and was rejected and therefore excepted from military service, and was handed Army Form W. 3291. Is this man liable to be asked to submit himself again for medical exemption, or does his certificate of rejection (having regard to the fact that he was over 41 in March, when he was examined) place him outside the Military Service Acts?

H. A. Phillips.

[The man is liable as a conscript under either the first or second Act—under the first if a bachelor, and under the second if married—because he had not attained 41 on the "appointed day" in his case, and has not, it would seem, been discharged on medical grounds, but merely rejected: *Re Boots* (*ante*, p. 345). If, however, his certificate of rejection is to be treated as a discharge notwithstanding that case, then he is not liable, for under the new Act men attaining 41 before the new appointed day—*i.e.*, 30 days after notice received under the new Act—are excepted from liability.—Ed. *S.J.*]

CASES OF THE WEEK.

Court of Appeal.

BRITISH ASSOCIATION OF GLASS BOTTLE MANUFACTURERS (LIM.) AND OTHERS *v.* FORSTER & SONS (LIM.) AND OTHERS. No. 1. 17th and 18th April.

Patent—Emergency Legislation—Patent Vested in Alien Enemies—Rights of British Licensees—"Persons entitled to the benefit of"—Patents, Designs, and Trade-Marks (Temporary Rules) Act, 1914 (4 & 5 Geo. 5, c. 27), s. 1—Patents, Designs, and Trade-Marks Temporary Rules (Amendment) Act, 1914 (4 & 5 Geo. 5, c. 73), s. 1.

An international association incorporated as a company under German law was formed in 1907 for the purchase and exploitation of European patents in glass bottle-making machinery, the legal ownership being vested in a German trust company, payment of the purchase money to be made by annual instalments. The association granted licences to use such machinery to one of its constituents, a British association, and the firms who were members of such last-mentioned association. The purchase was not completed before the outbreak of war. The Board of Trade, having in 1915 suspended the patents and granted a licence to work them to a firm not a member of the association

Held, that the Board had jurisdiction to do so under the Patents, Designs, and Trade-Marks (Temporary Rules) Act, 1914, and the Patents, &c., Temporary Rules (Amendment) Act, 1914, as, although a British company was interested in the patents, the persons entitled to the benefit of them were alien enemies.

Appeal by the plaintiffs from a decision of Sargant, J. (reported *ante*, p. 218). The facts will be found fully stated in the report of the learned Judge's judgment, but may be shortly summarized again as follows:—The Owens European Bottle Co., of Toledo, U.S.A., owned the European patents in certain inventions of machines for manufacturing glass bottles. The patents were extremely valuable, and the machinery calculated to supersede all other methods of bottle-making, so much so that it was thought necessary to regulate the output of machines, to prevent an over-supply of bottles. The Owens Company therefore, in 1907, entered into an agreement with an international association of manufacturers formed in Germany, and called the Europäische Verband der Flaschenfabriken, for the sale of the European rights to them for 12 million marks, payable by annual instalments of a million marks, of which all but one had been paid at the time of action brought. The legal ownership, until completion, was vested in a German trust company. The Verband then entered into similar agreements with the plaintiffs and other bottle manufacturing associations in Germany, Austria, Sweden, Denmark, and Holland for the supply of machines manufactured under the Owens patents to such associations and the firms who were members of them, in numbers proportionate to the relative national output of glass bottles at the time of the contract. Since the outbreak of war such machines had become unobtainable, except that by special sanction of the Board of Trade an agreement was made on 8th February, 1915, between the plaintiff company and the Verband allowing the company to import six Owens machines from the United States. In May, 1915, the Board of Trade, being empowered by the Patents, Designs, and Trade-Marks (Temporary Rules) Act, 1914, as amended by the Patents, &c., Temporary Rules (Amendment) Act, 1914, to do such things as they should think expedient for avoiding or suspending in whole or in part any patent or licence the person entitled to the benefit of which was the subject of any State at war with His Majesty, made an order suspending the Owens patents in favour of the defendants, Forster & Sons, Ltd., and other persons approved by the Board, and granted to them a licence to make and use the inventions described in the patents during the period of suspension on terms as to payment therefor. The plaintiff company and their licensees, Cannington, Shaw & Co. (Limited), then brought this action for a declaration that the order made and licence granted by the Board of Trade were void and for an injunction. Sargant, J., dismissed the action, and the plaintiffs appealed.

The Court dismissed the appeal.

Lord Cozens-Hardy, M.R., said the case had been very fully and carefully argued, but it seemed to him that the point to be decided could be put in a very narrow compass. The patents in question were said to be very valuable; at any rate a very large sum of money had been paid for them. The legal title to the British patents, if one could use such a phrase with regard to a patent, was vested in a German company, the Treuband Vereinigung Aktiengesellschaft, while the beneficial interest was vested in the Verband, also a German company, containing as shareholders constituent companies registered in Great Britain and other countries. But it was said that that statement did not shew the true state of affairs, because the American vendor company had not received the last instalment, making the full purchase-money, from the Verband. Whether they had or had not did not seem to his lordship to be relevant. What was the position of the Owens Company as regards dealing with the patent at the date of the writ, if they did not receive the last instalment, which had not then become due, and might never be paid? It was rather a novel idea to suggest that a vendor of a patent had a lien for unpaid

purchase-money similar to that of a vendor of land. It was said, however, that here there was an express provision in the agreement for re-assignment to the Owens Company in the event of default, and transfer again to the Verband only after the default had ceased. The plaintiff association was an association of glass bottle manufacturers, they did not themselves manufacture bottles, but they represented the bottle-making trade in this country. They were entitled by virtue of their contract with the Verband to receive from the Verband the machines required by the members of the association, and to deliver them to, and only to, such members. It was reasonably clear that they were not assignees or even exclusive licensees of the patents for this country. That being so, they complained of what the Board of Trade had done under the Patents, Designs, and Trade-Marks (Temporary Rules) Act, 1914, and the amending Act. [His lordship read section 1 of the former, as amended by the latter, Act, and proceeded:] The Board of Trade, having heard all parties interested in these patents, had made an order suspending the patents in this country in favour of Forster & Sons (Limited), and granting a licence to Forsters to make or use the inventions described in the Owens patents. The objection taken to that was that the Court had no power to deal with the matter, because the German company were not the persons entitled to the benefit of those patents. It was said that the plaintiffs, as licensees, were also entitled to the benefit of the patents. The view taken by the Board of Trade, his lordship thought, was right. It was a privilege of a patentee to grant licences, but no licensee could say that he had the benefit of the patent, yet it had been argued that no such order could be made where a single licence had been granted. The judgment of Sargant, J., was right. It could not be said there was no jurisdiction in the Board of Trade to make the order they had made. That was the only point seriously contended for by the appellants. The appeal therefore must be dismissed with costs. His lordship added that he must not be taken to express any opinion whatever on the question whether the agreement between the plaintiff association and the Verband had been avoided or not by the war.

BANKES and WARRINGTON, L.JJ., delivered judgment to the same effect, the former observing that he could not accept the contention that the only case in which the Board of Trade could make such an order was where the only persons entitled to any interest in the patent were alien enemies.—COUNSEL, *Walter*, K.C., *Mark Romer*, K.C., and *J. Whitehead*; *Colefax*, K.C., and *J. Hunter Gray*; *Montgomery*, K.C., and *Douglas Hogg*; *Alan Nesbitt*; *J. F. W. Galbraith*; *J. Austen-Cartmell*. SOLICITORS, *Vizard, Oldham, Crowder, & Cash*; *Pritchard, Englefield, & Co.*; *Janson, Cobb, Pearson, & Co.*; *Wadeson & Malleson*; *Solicitor for the Board of Trade*.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

CASES OF LAST SITTINGS.

Judicial Committee of the Privy Council.

"THE DAKSA" (Cargo ex). 20th and 22nd February; 23rd March.

PRIZE LAW—GOODS AFLOAT—APPREHENSION OF WAR—TRANSFER IN FRAUD OF BELLIGERENT—CAPTURE BY ALLIED BELLIGERENT.

Where the transfer of goods at sea is induced by apprehension on the part of the transferor of hostilities between the State to which he owes allegiance and another State, such transfer is deemed to be in fraud of the belligerent rights of the latter State, if such hostilities subsequently arise. In the present case there was nothing to shew, and nothing to raise the presumption, that the transferor was induced to make the transfer by apprehension of war between Great Britain and Germany, although it was made in fraud of possible French or Russian captors.

Held, that the transfers were valid, and therefore the transferees were entitled to the proceeds of the sale of the goods.

Principles upon which a transfer of goods in transit made in apprehension of hostilities is deemed to be made in fraud of captors considered.

Decision in The Southfield (59 SOLICITORS' JOURNAL, 681; 1 *B. & C. P. C.* 332) *approved and followed.*

Appeal by the Attorney-General and King's Proctor of Gibraltar from a decree of the Chief Justice (the Hon. B. H. T. Freer), who directed that the proceeds of certain barley *ex Daksa* should be released to the respondents. *The Daksa* was an Austrian ship captured off the coast of Portugal by H.M.S. *Amphitrite*, and taken into Gibraltar as prize. Her cargo of barley was consigned by Russian shippers to Hamburg to their order. The respondents, Messrs. Louis Dreyfus & Co., were a French firm of grain merchants, who until the outbreak of the war had a branch at Hamburg. By their affidavits they stated that their Hamburg house had purchased the barley from a German firm by a c.i.f. contract made on 13th June, 1914; that on 31st July, 1914, the German firm had handed to their Hamburg manager an invoice for the barley, and had tendered the shipping documents; that on the following day their manager paid to the sellers the amount of the invoice in exchange for the shipping documents. The Chief Justice of Gibraltar found that although the transfer of the barley was made by the German firm in fraud of possible French or Russian captors, it was not made in fraud of British captors, and, following *The Southfield* (59 SOLICITORS' JOURNAL, 681; 1915, 1 B. & C. P. C. 332), he directed that the proceeds of the barley should be released to the respondents.

The appeal was heard before Lords PARKER, SUMNER, PARMOOR and WRENBURY, and Sir SAMUEL EVANS.

Lord PARKER, in delivering the opinion of the Board dismissing the appeal, said the sole question was whether the transfer to the respondents by the German sellers was made under such circumstances as to entitle the captors to treat the barley transferred as retaining, notwithstanding the transfer, the character of enemy property at the date of its seizure as prize? The principles of prize law upon which the answer depended might be summarized thus: (1) Where a transfer of goods at sea was induced by apprehension on the part of the transferor of the outbreak of hostilities between the State to which he owed allegiance and another State, such transfer was deemed to be in fraud of the belligerent rights of the latter State, and should hostilities subsequently arise and the goods be seized as prize, the transferee could not (at any rate, if he was aware of the apprehension which induced the transfer) set up his own title in order to shew that the goods had at the date of seizure lost their enemy character; (2) if at the date of the transfer the circumstances were such as to give rise to a general apprehension of war, the onus was on the transferee to prove the complete innocence of the transaction itself; (3) the transferee might discharge this onus by shewing that the transfer was pursuant to a contract made at a time when no such hostilities were apprehended. The learned Chief Justice held that there was at the date of the transfer no such general apprehension of hostilities between this country and Germany (which were declared on 4th August, 1914) as to throw upon the transferee the onus of proving that the transfer was not in fraud of our belligerent rights. That was a decision in accordance with the view expressed by the President in *The Southfield* (*supra*), and their lordships were not prepared to differ upon what was really a finding of fact. The only question, therefore, was whether the British captors were, because war between France and Germany was at the date of the transfer undoubtedly generally apprehended, and subsequently broke out, in a better position than they otherwise could have been. In their lordships' opinion they were not. A transfer induced by apprehension of hostilities is not void. It merely cannot be set up against those in fraud of whose rights it is deemed to have been made. Here there was no transfer which could be deemed to be a fraud of the rights of the British captors, because there was nothing to shew, and nothing to raise a presumption, that the transferor was induced to make the transfer by apprehension of war between Great Britain and Germany.—COUNSEL, for the appellant, *Sir Gordon Hewart*, S.-G., and *T. Mathew*; for the respondent, *Leck*, K.C., and *Raeburn*. SOLICITORS, *Treasury Solicitor*; *Lowless & Co.*

[Reported by ERSKINE REID, Barrister-at-Law.]

High Court—Chancery Division.

***Re* PARKER. WHITE *v.* STEWART.** Sargant, J. 3rd April.

WILL—CONSTRUCTION—SETTLED LEGACIES—FINANCE ACT, 1914 (4 & 5 GEO. 5, c. 10), s. 14—DEATH OF TESTATOR AFTER PASSING OF ACT—LEGACIES DECLARED "FREE OF LEGACY DUTY, SUCCESSION DUTY, SETTLED ESTATE DUTY, AND ALL OTHER DEATH DUTIES."

Where a testator made his will after new duties were imposed by the Finance Act, 1914, and settled certain legacies, and declared "that all the legacies, annuities and bequests hereinbefore made by me shall be free of legacy duty, succession duty, settlement estate duty, and all other death duties."

Held, that this clause was wide enough to shew the testator's intention to include all death duties payable in the future in respect of the

funds while under settlement, and its operation was not limited to duties payable immediately on the testator's death.

Re Stoddart (1916, 2 *Ch.* 444) *applied.*

In this case a testator made his will after the passing of the Finance Act, 1914, that is to say, on 16th October, 1914, and after appointing executors and trustees made various specific and pecuniary gifts, and directed his trustees to set aside four separate funds, two for nieces and their children, one for a niece for her life, and afterwards upon the trusts declared of the fourth, which was a species of protected life interest in other trustees than the trustees of the will for his son, and after the son's death, for his wife and children. Then followed this clause, which caused the issue of the summons: "I declare that all the legacies, annuities, and bequests hereinbefore made by me shall be free of legacy duty, succession duty, settlement estate duty, and all other death duties; and that such duties shall be borne by and paid out of my residuary estate." Then the residuary estate was given in trust for sale, and out of the proceeds to pay the funeral and testamentary expenses and debts, and pay or set aside the legacies bequeathed by the will or any codicil thereto, and the duty on any legacy to be paid free of legacy duty, and to divide the residue among certain persons. The testator died in 1916, and one of his executors took out the originating summons, to which the trustees of the son's settled fund and the residuary legatees were all parties, asking what duties were payable out of residue in respect of the settled funds, having regard to the operation of the Finance Act, 1914. The residuary legatees contended that the settled funds should bear the new duties, and referred to section 14 of the Finance Act, 1914. Numerous cases were cited, including the two very recent cases of *Re D'Oyly* (1917, W. N. 73), *Re Eve* (1917, W. N. 101), and the cases of *Re Stoddart* (*supra*), *Re Palmer* (1916, 2 Ch. D. 391), *Re Hatch* (1916, W. N. 240), and *Re Tinkler* (*ante*, p. 170; 1917, 1 Ch. 242).

Sargant, J., after stating the facts, said the peculiar feature of this case is that the will was executed after the passing of the Finance Act, 1914. The words of the clause exempting legacies from duties are wide enough to shew the testator's intention to include all death duties payable in the future in respect of the funds while under settlement, and not to limit the operation of the clause to duties payable immediately on the testator's death. As further indications, it may be noticed that the annuity given to the son's wife is given in remainder expectant on the son's death, and that "succession duty," one of the duties from which legacies were exempted, is a duty which must become payable on some future death. This case is clearer than the case of *Re Stoddart* (*supra*), to my decision in which case I adhere, for here the duties under the Act of 1916 were imposed before the will was executed. I accordingly declare that as to each of the four settled funds the declaration as to duties operates so as to include and make payable out of the residuary estate all legacy and other duties whatsoever thereafter arising by virtue of the limitations by way of settlement of each of the funds, as well as all such duties as became presently payable on testator's death. The conveyancers might alter their common forms so as to provide against the difficulties as to future duties which may arise, and in the case of future duties the Legislature might take steps to prevent hardships arising from new legislation on persons entitled under settlements already in existence.—Counsel, *J. M. Gover; Manning; Hodge.* Solicitors, *White & Leonard.*

[Reported by L. M. May, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

IN PRIZE.

THE E 14. Sir Samuel Evans, P. 29th July; 21st February.

Prize Law—Bounty—Armed Ship—Troopship—Calculation of Bounty—Naval Prize Act, 1864 (27 & 28 Vict. c. 15), s. 42—Order in Council of 2nd March, 1915.

The E 14, a submarine belonging to the British Navy, sank an enemy troopship carrying troops and guns for the troops, and claimed £5 per head of the number of troops and crew on board as prize bounty, on the ground that she was an "armed ship" within the meaning of section 42 of the Naval Prize Act, 1864, and the Order in Council dated 2nd March, 1915.

Held, that an armed ship meant a fighting unit of the fleet commissioned and armed for offensive action, and that, accordingly, this troopship was not an armed ship within the meaning of the Act and the Order.

The cases of La Lune (1 *Hagg. Adm.* 210) *and* Several Dutch Schuyts (6 *Ch. Rob.* 331) *applied.*

This was a motion on behalf of the officers and crew of E 14, one of His Majesty's submarines, for prize bounty for sinking a Turkish troopship. The facts and arguments sufficiently appear from the judgment. Among the cases cited in argument were *The San Joseph* (6 Ch. Rob. 49), *Several Dutch Schuyts* (6 Ch. Rob. 48), and *La Lune* (1 Hagg. Adm. 210). *Cur. adv. vult.*

Sir S. Evans, P., in giving judgment, said: This motion for prize bounty is made on behalf of Commander Boyle, V.C., and the officers and ship's company of H.M. submarine E 14. It concerns two enemy vessels sunk by the submarine in the Sea of Marmora in May, 1915. One was a Turkish gunboat and the other a large Turkish transport. As to the former, I find that she had 75 men on board at the time of her destruction, and that the submarine was the only vessel present at the destruction. I therefore declare that the sum of £375 is payable as prize bounty to the commander, officers, and crew of the submarine E 14. As to the other vessel, different and important questions arise. The first is whether she was an enemy armed ship in respect of which any prize bounty at all is payable. The other is whether, if bounty is payable, it is to be calculated according to the number of the crew of the ship or to the number of all persons on board. The crew consisted of 200. If that were the determining factor the prize bounty would be £1,000. In addition to the crew the transport carried 6,000 Turkish troops. If the number of persons on board were the determining factor, the prize bounty would amount to £31,000. The first question to consider is the character of the destroyed ship, and whether it answers the description of an "armed ship" of the enemy within the meaning of section 42 of the Naval Prize Act of 1864, which is the enactment now governing the grant of prize bounty. Counsel for the Crown contended that she was not. It is interesting and not uninstructive to trace shortly the history and development of the granting of prize bounty, or head money as it was called in olden times. By two ordinances in the time of the Commonwealth (22nd February and 17th April, 1649) it was ordained that a bounty should be given for sinking, firing, or destroying any of the revolted ships or of any other fleet that should fight against the Commonwealth. If the ship destroyed was an admiral's, the bounty was to be £20 for each piece of ordnance in the ship; if a vice-admiral's, £16, if a rear-admiral's, £12, and if it was any other ship of war, £10 was to be allowed for each gun in the ship. By an Act passed in the fourth year of William and Mary a bounty of £10 for every piece of ordnance in a taken, sunken, fired, or destroyed ship of war was given. By the eighth section of the Statute 6 Anne, c. 13, which dealt with prize, it was enacted that, where a ship of war or privateer of the enemy was taken in action by any of H.M.'s ships of war, a sum should be paid to the officers and men who should have been actually on board the ship taking the enemy ship of £5 for every man living on board the enemy ship so taken at the beginning of the engagement. There followed two Acts of the reign of George III. (43 Geo. 3, c. 165, and 45 Geo. 3, c. 72), by which it was enacted that a bounty of £5 for every man who was living on board should be paid for the taking, sinking, burning, or otherwise destroying an armed ship of the enemy. In the time of the Crimean War, by the 17 & 18 Vict. c. 18, it was provided that a bounty of £5 should be given for every person who was living on board any enemy ship of war at the beginning of the engagement. Then came the provisions in section 42 of the Naval Prize Act, 1864, already referred to, which is the Act now in force dealing with the matter, which gives bounty for the destruction of armed ships of the enemy. It will be observed that in former times the amount of prize bounty, or head money, was calculated on the number of guns that the enemy vessel carried, and later by the number of men on board. In olden days, of course, the number of guns carried was large in proportion to the number of men. In modern times the number of guns is very small in comparison, and in proportion to, the men required for the equipment of the fighting vessels. The character and description of *The Gul Djemi* were given in an affidavit of Commander Boyle, exhibiting a report of Lieutenant Slade; and by Lieutenant-Commander Bagot, of the Intelligence Division of the Admiralty War Staff, who was called as a witness. It was afterwards supplemented by an affidavit of Vice-Admiral Sir Arthur Limpus. She appears to have been a fleet auxiliary designated as a troop transport, manned by naval ratings, and commanded by officers of the Turkish navy. There was no evidence whether she was armed or how she was armed. But it was said that such auxiliaries were usually armed with about four light 6-pounder guns. Reliance was also placed on the fact that when the vessel was destroyed she carried 6,000 enemy troops with rifles and six field guns (75mm. Krupps). No evidence was given whether these were placed in the holds or on deck. Was she an "armed ship" within the meaning of the enactment referred to? That she was a fleet auxiliary does not constitute her an "armed ship." Besides troopships, there are other such auxiliaries—*e.g.*, colliers, or oil ships, and hospital ships—which clearly do not answer that description. In my opinion, if it were proved that she carried a few light guns, that would not constitute her an armed ship any more than a merchant vessel armed for self-defence. Nor would the fact that she carried troops armed with rifles, and some field guns and other ammunition intended to be used after the landing of the troops. Section 42 of the Prize Act refers to the number of men on board the enemy ship "at the beginning of the engagement." So, indeed, did the eighth section of the Act of Queen Anne. This does not mean that there must be an actual fight, for the enemy ship may be made to surrender by the presence of a superior force. But the words throw some light on the meaning which ought to be given to "armed ship." It was decided in *The Several Dutch Schuyts* (6 Ch. Rob. 48)

that the enemy vessel must be armed and commissioned to act offensively. In my view, an "armed ship," within the meaning of the section to be construed, is a fighting unit of the fleet, a ship commissioned and armed for offensive action in a naval engagement. It has not been shown that the transport in question was such a ship. The dazzling, daring, and intrepid courage of Commander Boyle and his comrades in their entrance and operations in the Sea of Marmora excited general wonder and admiration, and were recognised by His Majesty the King, and by the heads of other Allied States. But in dealing with the application for prize money I must proceed in accordance with what I conceive to be the law which has to be administered; and for the reasons stated my decision is that this application for prize bounty fails, and must be disallowed. It is just possible, however, that at some future time further evidence may be procured as to the alleged armament of the vessel. I do not anticipate that it will. But to safeguard any possible rights of these brave officers and sailors, in disallowing the present application I do so without prejudice to any further application that they may be advised to make on any further evidence that may be forthcoming.—COUNSEL, *Roche*, K.C., and *Commander Maxwell Anderson; Pease*. SOLICITORS, *Botterell & Roche*, for the claimants; *The Treasury Solicitor*, for the Procurator-General.

[Reported by L. M. MAY, Barrister-at-Law.]

New Orders, &c.

War Orders and Proclamations, &c.

The *London Gazette* of 20th April contains the following:—

1. An Order in Council, dated 20th April (printed below), making new Defence of the Realm Regulations.

2. Army Council Orders, dated respectively 14th and 18th April, as follows:—

(1) Notice of the Army Council's intention to take possession, between the fourth day of April, 1917, and the thirtieth day of April, 1917, of all stocks of Socks suitable for Military requirements. "And the Army Council hereby require all holders of stocks of Socks of the description aforesaid to furnish such particulars as to their business as may be required, by or on behalf of the Director of Army Contracts."

(2) Order requisitioning such part of the output of Leather Laces at certain scheduled factories as may be notified by the Director of Army Contracts.

3. A joint Admiralty and Army Council Order, dated 31st March, requiring priority for Government orders and contracts in all factories employed wholly or partly in the manufacture of Flax, Hemp, or Jute goods.

4. A Notice that the following Orders have been made by the Food Controller:—

The Public Meals Order, 4th April, 1917 (*ante*, p. 402).
The Manufacture of Flour and Bread Order (No. 3), 4th April, 1917 (*ante*, p. 402).
The Food Hoarding Order, 5th April, 1917 (*ante*, p. 402).
The Tea (Nett Weight) Order, 5th April, 1917 (*ante*, p. 402).
The Malt (Restriction) No. 2 Order, 12th April, 1917 (*ante*, p. 418).

5. Admiralty Notices to Mariners, as follows:—

(1) No. 416 of the year 1917: England, South Coast—Weymouth Bay Approach. Worbarrow Bay—Firing Practice Area Southward of.

Notice that a field firing range has been established in the vicinity and stating the limits of dangerous area.

(2) No. 413 of the year 1917 (being a revision of No. 351 of 1917, which is cancelled).—English Channel, North Sea, Southern Portion, with Rivers Thames and Medway and Approaches: Pilotage and Traffic Regulations.

The *London Gazette* of 24th April contains the following:—

6. A Foreign Office (Foreign Trade Department) Notice, dated 24th April, of certain additions or corrections to the lists of persons whom articles to be exported to China and Liberia may be consigned.

7. A Notice, dated 24th April, that appointments have been made to the Appeal Tribunals under the Military Service Acts as follows:—County of Denbigh (3), East Central District of the West Riding of Yorkshire (1).

8. An Army Council Order, dated 28th February, requiring "all persons engaged at any time before or after the date hereof in the purchase, sale, distribution, storage, or shipment of hides or skins of any description, or in the manufacture of leather from such hides or skins as aforesaid, or of any articles wholly or partly manufactured therefrom, or in the purchase, sale, distribution, storage or shipment of such leather or articles aforesaid, or of any articles or materials required for the purpose of such manufacture as aforesaid, to furnish to the Director of Army Contracts such particulars as to their business as may be required on his behalf."

We also print below the following Food Orders:—

The Wheat, Barley and Oats (Prices) Order, 1917, 16th April.
The Barley (Requisition) Order, 1917, 16th April.
The Cake and Pastry Order, 1917, 18th April.

New Defence of the Realm Regulations.

ORDER IN COUNCIL.

[Recitals.]

It is hereby ordered that the following amendment be made in the Defence of the Realm Regulations:—

Control of Food Factories.

After Regulation 2G, the following regulation shall be inserted:—

"2GG.—(1) Where the Food Controller is of opinion that it is necessary or expedient to do so for the purpose of his powers and duties, he may by order apply the provisions of this regulation to factories and workshops and other premises in which any article of food specified in the order is manufactured or produced or adapted for sale; and any such order may apply either generally to all such factories, workshops and premises, or to any class or description of such factories, workshops, and premises, or to any special factories, workshops and premises.

(2) Any factory, workshop or premises to which this regulation is so applied, shall by virtue of the order pass into the possession of the Food Controller as from the date of the order or from any later date mentioned in the order, and the occupier of every such factory, workshop or premises, and every officer of such occupier, and where the occupier is a company, every director of the company, shall comply with the directions of the Food Controller as to the management and user of the factory, workshop or premises, and if he fails to do so, he shall be guilty of a summary offence against these regulations.

(3) It is hereby declared that the possession by the Food Controller under this regulation of any factory, workshop or premises shall not affect any liability of the actual occupier thereof, under the Factory and Workshop Act, 1901, or any Act amending the same.

(4) Any order of the Food Controller under this regulation may be revoked or varied as occasion requires."

20th April.

Food Orders.

The Wheat, Barley and Oats (Prices) Order, 1917.

In exercise, &c., the Food Controller hereby orders as follows:—

1. *Maximum Prices.*—Except under the authority of the Food Controller no wheat, barley (other than kiln dried barley) or oats harvested in the United Kingdom in the year 1916 may be sold at prices exceeding prices at the following rates.—

Wheat—78s. per quarter of 480 lbs.
Barley—65s. per quarter of 400 lbs.
Oats—55s. per quarter of 312 lbs.

2. *Delivery.*—The buyer shall be entitled to require the grain to be placed on rail or (at the option of the seller) to be delivered to the buyer's premises, and no additional charge may be made in respect thereof.

3. *Contracts.*—Except in so far as the Food Controller may in any particular case otherwise determine, the following provision shall have effect in the case of any contract subsisting at the date of this Order for the sale of any of the grains mentioned where the contract price exceeds the permitted maximum price:—

The contract shall stand so far as concerns any such grain which has been paid for or has been delivered or which under the contract is to be

delivered within one month from the date of such contract, but otherwise shall be avoided.

4. *Offers and Conditions.*—No person shall sell or buy or offer to sell or buy any of the grain mentioned at a price exceeding the permitted maximum price, or in connection with a sale or proposed sale of any such grain enter or offer to enter into any fictitious or artificial transaction or make any unreasonable charge.

5. *Penalty.*—If any person acts in contravention of this Order or aids or abets any other person in doing anything in contravention of this Order, that person is guilty of a summary offence against the Defence of the Realm Regulations, and if such person is a company every director and officer of the company is also guilty of a summary offence against those regulations unless he proves that the contravention took place without his knowledge or consent.

6. *Title of Order.*—This Order may be cited as the Wheat, Barley and Oats (Prices) Order, 1917.

Devonport,
Food Controller.

16th April, 1917.

It is announced by the Ministry of Food that the Wheat, Barley and Oats (Prices) Order, 1917, does not apply prior to 12th May, 1917, to *bona fide* transactions in grain intended for seed, when the buyer is a grower and makes a declaration that he requires the grain for such purpose.

19th April, 1917.

The Barley (Requisition) Order, 1917.

In exercise, &c., the Food Controller hereby orders as follows:—

1. *Requisition of Barley.*—All persons owning or having power to sell or dispose of any barley (other than home grown barley which has not been kiln dried) shall place such barley at the disposal of the Food Controller, and shall deliver the same to him or such persons as may be named by him in such quantities and at such time as the Food Controller may from time to time require.

2. *Prohibition of Removal, &c.*—Pending any direction no person shall remove or otherwise dispose of any such barley (whether in pursuance of a contract existing at the date of this Order or not) and all persons concerned shall take such steps as may be reasonably necessary to maintain the same in good condition.

3. *Returns.*—All persons owning or having power to sell or dispose of such barley shall on or before the 30th April, 1917, furnish to the Food Controller, Grosvenor House, Upper Grosvenor-street, London, W. 1, a statement on forms to be obtained from the Food Controller, giving particulars of all such barley in their possession or under their control at the date of this Order, and of all their existing contracts, if any, for the sale of such barley.

4. *Offer of Price.*—The Food Controller will subsequently communicate to the owners of barley taken over by him the prices which he will be prepared to pay for the same.

5. *Determination of Price.*—The arbitrator to determine in default of agreement the compensation to be paid for barley requisitioned under this Order shall be appointed by the Lord Chief Justice of England.

6. *Exceptions.*—This Order shall not apply

(*a*) to persons who do not own more than 25 qrs. (448 lbs. per quarter) of barley at the date of the Order;

(*b*) to barley in the hands of or held to the order of flour millers at the date of this Order;

(*c*) to barley agreed to be sold to the Royal Commission on the Wheat Supply.

7. *Offences.*—If any person acts in contravention of this Order or aids or abets any other person in doing anything in contravention of this Order, that person is guilty of a summary offence against the Defence of the Realm Regulations, and if such person is a company every director and officer of the company is also guilty of a summary offence against these regulations unless he proves that the contravention took place without his knowledge or consent.

8. *Title.*—This Order may be cited as the Barley (Requisition) Order, 1917.

Devonport,
16th April, 1917. Food Controller.

The Cakes and Pastry Order, 1917.

In exercise, &c., the Food Controller hereby orders that, except under the authority of the Food Controller, the following regulations shall be observed by all persons concerned:—

1. *Making and sale of cakes and pastries.*—No person shall after the 21st April, 1917, make or attempt to make for sale, or after the 24th April, 1917, sell or offer to sell or have in his possession for sale:—

(*a*) Any crumpet, muffin, tea cake or fancy bread, or any light or fancy pastries, or any other like article.

(*b*) Any cake, bun, scone or biscuit, which does not conform to the requirements of the two following provisions of this Order.

2. *Added substances.*—In the making of any cake, bun, scone or biscuit, no edible substance shall be added to the exterior of the cake mixture or dough after it has been mixed, or to the article during the process of or after baking.

3. *Flour and sugar.—Cake.*—No cake shall contain more than 15 per cent. of sugar or more than 30 per cent. of wheaten flour.

Bun.—No bun shall contain more than 10 per cent. of sugar or more than 50 per cent. of wheaten flour.

Scone.—No scone shall contain any sugar or more than 50 per cent. of wheaten flour.

Biscuit.—No biscuit shall contain more than 15 per cent. of sugar.

The percentage shall be determined in every case by reference to the weight of the baked article taken at any time. The percentage of sugar shall be ascertained by analysis of a sample representing a fair average of the whole article, and all sugar contained in the baked article shall be taken into account, in whatsoever form it may have been introduced.

4. *Exceptions.*—The foregoing provisions of this Order shall not apply to any cake or biscuit proved to have been made before the 23rd April, 1917.

5. *Warranties.*—The provisions of the Sale of Food and Drugs Acts relating to warranties and invoices shall apply to any proceedings under the foregoing provisions of this Order in the same way as they apply to proceedings under those Acts.

6. *Inspection.*—Any person authorized by the Food Controller, and any Inspector of weights and measures may enter upon any premises where he has reason to suspect any article is being made or sold or exposed for sale in contravention of this Order, and take samples thereof.

7. *Clubs.*—This Order shall apply to articles made or supplied in Clubs in the same way as it applies to articles made or supplied for sale.

8. *Rationing of Tea Shops.*—(*a*) The following provision shall apply to every public eating place as defined in the Public Meals Order, 1917, which is excepted from that Order under clause 7 (*b*) thereof:—

No individual customer shall be served at any meal whatsoever which begins between the hours of 3 p.m. and 6 p.m. with more than 2 ozs. in the whole of bread, cake, bun, scone and biscuit.

(*b*) This clause shall not apply to any public eating place where:—

(1) No customer is ever charged more than 6d. in respect of a meal (including the charge for beverages) begun between 3 p.m. and 6 p.m. which does not include meat, fish or eggs; and

(2) There is exhibited on every tariff card and also in a conspicuous position in every room where meals are usually served a notice to the effect that no customer will be so charged.

(*c*) This clause shall not come into force until the 23rd April, 1917.

9. *Interpretation.*—For the purpose of this Order the expression "Wheaten Flour" shall mean any flour for the time being authorized to be used in the manufacture of wheaten bread, and the expression "sugar" shall include glucose.

10. *Penalty.*—If any person acts in contravention of this Order or aids and abets any other person in doing anything in contravention of this Order, that person is guilty of a summary offence against the Defence of the Realm Regulations, and if such person is a company every director and officer of the company is also guilty of a summary offence against those regulations unless he proves that the contravention took place without his knowledge or consent.

11. *Title.*—This Order may be cited as the Cake and Pastry Order, 1917.

Devonport,
18th April, 1917. Food Controller.

Societies.

The Union Society of London.

The society met at the Middle Temple Common Room on Wednesday, 25th April, 1917, at 8 p.m. The subject for debate was: "That the law of capture of private property at sea should be assimilated to that on dealing with the same matter on land." Opener, Mr. Stranger; opposer, Mr. Willson. The motion was lost.

At a meeting held on the 19th inst., says the *Times*, in the Committee Room of Lloyd's of the Marine Insurance Committee, which is representative of British under-writers, the report of the Dominions Royal Commission was considered, and it was decided to support the recommendation for legislation on the lines of the Harter Act of the United States. This Act imposes liability on the shipowner for the negligence of his servants in the stowage, delivery, &c., of merchandise, and legislation on similar lines has been adopted in Canada, Australia, and New Zealand. The present recommendation of the Commissioners, which is supported by underwriters, is that such legislation should be passed not only in this country, but also in South Africa and Newfoundland.

India at the Imperial Conference.

At a meeting of the Imperial War Conference on 13th April, a resolution was passed unanimously that in its view India should be fully represented at all future Imperial Conferences.

This resolution was notified to the Viceroy by the Secretary of State for India on 20th April in the following telegram:—

I have great pleasure in transmitting to your Excellency the following resolution unanimously passed by the Imperial War Conference on the motion of Sir R. Borden, seconded by Mr. Massey:—

> The Imperial War Conference desires to place on record its view that the resolution of the Imperial Conference of 20th April, 1907, should be modified to permit of India being fully represented at all future Imperial Conferences, and that the necessary steps should be taken to secure the assent of the various Governments in order that the next Imperial Conference may be summoned and constituted accordingly.

As explained by Lord Hardinge in the Legislative Council on 22nd September, 1915, the constitution of the Imperial Conference was fixed by the Conference itself and can only be altered by consent of all the Governments concerned. The present Conference, being summoned exceptionally and for a special purpose, did not feel competent to alter the constitution of the ordinary Conferences, but your Excellency will be gratified by their ready acceptance of the claim to representation preferred by your Government and by the recommendation made by them to the Governments concerned. His Majesty's Government will take the necessary steps to carry out this resolution.

Companies.

Licenses Insurance Corporation and Guarantee Fund (Limited).

The twenty-seventh ordinary general meeting of the above company was held on Friday, 30th March, at the Institute of Chartered Accountants, Moorgate-place, E.C., Mr. A. W. Ruggles-Brise (the chairman) presiding.

The chairman said: It is difficult in these times to estimate the operations of a company like ours, and indeed most insurance companies, but I am happy to say there is no room to doubt that progress and profit have been made by us in the last twelve months, though it may not be easy to appreciate its full significance. There is only one enterprise to-day—the absorbing, duty-calling war. Energy in other directions is a dubious merit. We, like others, have all our nerves and sinews of work diverted, and so shareholders must accept a humdrum mark-time record. It would not have been surprising if it had been an unprofitable year, for expenses are rendered abnormally high by all the circumstances. Yet, as a matter of fact, we have got along quite well. We have increased our income by £26,038, and our assets by £41,836, we are paying our usual dividend of 8 per cent., and carrying forward £12,000, against £8,000 last year. This progress bears testimony to our fine, inherent qualities, and gives a sure prospect, in my opinion, of rapid developments after the war.

Our greatest difficulty, and one, I suppose, of universal experience, is that all additional capital that we can accumulate is negatived as fast as made by the depreciations in the market values of our whole range of investments. Not only this, but income suffers too, not so much by lower dividends as by higher taxation, so that efforts to advance only amount to resisting retreat, and it looks something like "ploughing the sands." So far as that aspect of the situation is concerned, I must say I see little prospect of improvement after the war, for this reason: we are all putting savings into War Loans (your company has put in £100,000) at the very attractive rate of 5 per cent., or thereabouts, but in reality we are only lending to ourselves, for whatever we receive in interest we obviously have to pay in taxes. It is only for me to tell you that the lamentable fall in our investments from the prices they cost us from first to last amounted at 31st December last to £83,969, for which, as you will see, we have ample provision. Still, it is none the less hard that so large a share of the profits from our labours should be thus swept away.

I suppose that although we must modestly call ourselves a comparatively small company, there are few amongst all the insurance institutions whose financial position is more solid than ours in comparison with liabilities, and I use the expression literally and speak with a full sense of the responsibility of such statement. Now that we are transacting almost all classes of insurance business, we have entered a zone where comparisons are on a large scale. But I should like our shareholders to remember that we are among the newer arrivals in this competitive zone, and that owing to the pooling system of insurance peculiar to us, we are necessarily non-tariff. I do not believe that any new office can lay itself out for rapid progress with due regard to safety and reputation, and least of all can a non-tariff office do so. The first consideration with us is our reputation, as it represents the foundations for our future; and not a reputation with the public through specious advertisement, but a reputation with the insurance and financial world, and you will find, gentlemen, that that (with all the prejudice against non-tariff) is only to be secured through great caution at the outset. When our guiding policy and our capacities are well established and recognised, and when the war is over, there is no reason why we should not go rapidly ahead.

I do not think any testimony to our past, present and future prosperity can, or ever will, overlook the debt owed to the license business which for twenty years was the sole object of our existence. It is that business that we have made exclusively our own, and have studied with results so helpful to the trade, that has proved profitable in our hands, and it is that business that has enabled us to create our new methods of pooling insurance which are possessed of such great possibilities. On the whole our license business this year has been profitable enough, as usual, but that of the brewers taken separately has proved a loss, and the prospect in the coming year is no better. Brewers enjoy exceptionally low rates—absurdly low—and they ought to be raised. But this seems hardly the time to add to the difficulties and expenses of the trade. It is always the first struck at whenever the nation has an attack of nerves. All I will say is that when the trade is suffering much, as it is now, and behaving so well, it is astonishing to find prejudiced magistrates going to the length of gratuitously taking away valuable licenses.

I am sorry to have to conclude with a note of sadness in a tribute to valuable and earnest workers for our cause who have died in the last twelve months. The name of Stephen Coates, our agency manager, will always be associated by brewers, all over this country, with our company. He was one of those who worked with heart and soul much more for the cause than for personal advantage. He died suddenly, and we have lost a most valuable and irreplaceable force. We also have to deplore the death of our Scottish manager of twenty years' standing, Mr. James McCankie. He, too, was much respected, and the loss of his personal influence is a severe blow. Two brave young fellows, Mr. E. Nott and Mr. B. Russell, have been killed fighting for their country, and our share of casualties is no less than the average. About 50 per cent. of our staff (nearly forty men), have joined the ranks of our fighting forces, with the result that those who remain are driven to great exertions to fulfil their extra duties with the most commendable zeal. There are many of those workers to whom I should like to tender our special thanks, and would do so individually, but the subject becomes invidious for handling in that way, as when we have many good workers it is difficult to select this or that one for special praise. Our hearty thanks are due to our managing director for his untiring enthusiasm and sound judgment, also to our secretary and assistant manager, whose legal knowledge is invaluable, and to all the staff who so ably and loyally carry on the business of the company. I beg to move the adoption of the report and balance-sheet and payment of the dividend.

Lord Ernest Hamilton said he had great pleasure in seconding the motion, which was carried unanimously.

Alliance Assurance Co. (Limited).

The directors of the Alliance Assurance Co. (Limited) have resolved to declare at the annual general court, to be held on 23rd May, 1917, a dividend of twelve shillings per share (less income-tax) out of the profits and accumulations of the company at the close of the year 1916. An interim dividend of 5s. per share (less income-tax) was paid in January last, and the balance of 7s. per share (less income-tax) will be payable on and after 5th July next.

Law Students' Journal.

The Law Society.

INTERMEDIATE EXAMINATION.

The following Candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on 28th and 29th March, 1917:—

A Candidate is not obliged to take both parts of the Examination at the same time.

FIRST CLASS.

Ernest Alan Boyston Priddin.

PASSED.

Allen, Charles Valentine
Davies, William Bassett
Dennett, John
Eccleston, Ernest Edward
Fox, Arthur Cecil
Francis, Llewellyn
Gill, Edwin Henry
Hallam, George Francis
Phillips, Samuel, M.A. (Leeds)
Ranson, Edward
Tyson, John Gordon

THE FOLLOWING CANDIDATES HAVE PASSED THE LEGAL PORTION ONLY:—

Badmington, Henry Elias
Beard, Walter Frederick
Francis, Thomas William
Lloyd-Jones, Harold
Ogden, George Herbert
Parkhouse, Edwin Thomas
Sharpe, Charles James
Walters, Donald Alfred Hayes
Warwick, Alfred Charles

Number of candidates, 31; passed, 21.

THE FOLLOWING CANDIDATES HAVE PASSED THE TRUST ACCOUNTS AND BOOK-KEEPING PORTION ONLY :—

Bew, Edwin	Griffiths, Herbert Thomas
Bloomer, William Redding	Robson, Bertie
Cowell, John, B.A. (Cantab.)	Talbot, Ernest Alfred
Cummings, John	Wooldridge, Leonard Gordon
Elliott, William Stuart, B.A. (Oxon)	Yeend, William Wallace

Number of candidates, 26; passed, 22.

By Order of the Council, E. R. COOK, Secretary.
Law Society's Hall, Chancery-lane, London, W.C. 2.
20th April, 1917.

FINAL EXAMINATION.

The following Candidates (whose names are in alphabetical order) were successful at the Final Examination held on 26th and 27th March, 1917 :—

Atkins, Alfred John	Judah, Sassoon Ezekiel
Baldwin, Edwin Wilfred Malcolm	Keene, Charles
Best, Herbert	Leathem, Walter Henry
Carr, Bernard Compton	Lyson, Cecil Hynes
Chatham, Edward Alfred	Metcalfe, Oswald Killingbeck, M.A., LL.B. (Sheffield)
Cook, Frank Oldham	Newton, Edward
David, Elfyn Williams, LL.B. (London)	O'Kelly, Reginald John
Davies, Daniel Edwin	Powell, James
Hamnett, William	Weeks, William Edward
Harvey-Samuel, Frederick Keith	Wells, Alfred Jacob
Hodge, Horace Redmore	

Number of candidates, 25; passed, 21.

HONORARY DISTINCTION.

The name of the Solicitor to whom the Candidate served under Articles of Clerkship follow the name of the Candidate.

The Examination Committee recommend the following as being entitled to Honorary Distinction :—

THIRD CLASS.

Bernard Compton Carr (Mr. Arthur Syer, of the firm of Messrs. Bell-house & Syer, of Manchester).

By Order of the Council, E. R. COOK, Secretary.
Law Society's Hall, Chancery-lane, London, W.C. 2.
20th April, 1917.

Obituary.

Qui ante diem periit,
Sed miles, sed pro patria.

Captain F. W. C. Stileman.

Captain FREDERIC WILLIAM CHEERE STILEMAN, Gloucester Regiment, previously reported missing, but now believed to have been killed on 23rd July, was the eldest son of Mr. and Mrs. A. W. Stileman, of Sunnyside House, Wimbledon. Born in September, 1886, he was educated at Rokeby School, Wimbledon; Haileybury College; and Pembroke College, Cambridge. After taking his B.A. degree at Cambridge in June, 1908, he served his articles of clerkship to his father, and was admitted a solicitor in 1913, becoming a partner in the firm of Taylor, Stileman, & Underwood, 7, Bedford-row, W.C., in June, 1914. In August of that year, however, Captain Stileman enlisted as a private in the H.A.C., and was quartered with that regiment at Blackheath, Purfleet, and Belhus Park. In January following he obtained a commission as captain in the 11th (Service) Battalion, Gloucester Regiment, and served with them, among other places at Seaford, where he was for many months training recruits. He went to the front in July, 1916, and there he joined another battalion of the Gloucester Regiment. He fell leading his company in a night attack. The adjutant of the 11th Battalion of his regiment writes :—"Officers and men all loved him." After leaving school Captain Stileman played for the Haileybury Wanderers, of which team he was captain in 1911-12. In September, 1913, one of the sporting papers spoke of him as "one of the most popular players on or off the football field," and said that "much of the success of the previous season was due to the energy and unselfishness of F. W. C."

Second Lieutenant Geoffrey Parker.

Second Lieutenant GEOFFREY PARKER, Loyal North Lancashire Regiment, who has been killed, was the youngest son of Mr. John Parker, county coroner, of Preston. Lieutenant Parker was called at Lincoln's Inn in 1906, and practised on the Northern Circuit. He obtained his commission from the Artists' Rifles O.T.C., and had been at the front two months. His elder brothers, Major Harold Parker, deputy-coroner, and Lieutenant Arthur Parker, have been wounded, but have returned to their regiments, and another brother, Percival Parker, is at present invalided home.

Legal News.

Appointments.

Sir ARTHUR THRING, K.C.B., has been appointed Clerk of the Parliaments. Sir Arthur Thring succeeds Sir Henry Graham, who had held this office since 1885. He is a barrister of Lincoln's Inn, and was appointed Second Parliamentary Counsel to the Treasury in 1902 and First Parliamentary Counsel in the following year. He is a nephew of the late Lord Thring, who held the latter office himself from 1869 to 1886, when he was created a peer. Sir Arthur is fifty-seven years of age and was made a K.C.B. in 1908.

Business Changes.

The nominal partnership between Mr. WILLIAM PRATT, and his son, Mr. L. H. ALLEN PRATT, LL.B. (Lloyd & Pratt), 58, Mount Stuart-square, Cardiff, has been dissolved, and Mr. L. H. Allen Pratt (who will shortly be joining H.M. Army) has, as from 20th April, taken Mr. Cyril J. Geldard into partnership. The practice carried on by Mr. L. H. Allen Pratt for over seventeen years past at Cardiff Docks, under the above name, will in future be carried on by Mr. Geldard and himself under the style of Allen Pratt & Geldard. This arrangement does not affect the Newport firm which will be carried on as heretofore by Messrs. William Pratt, G. Ll. Lloyd (now on active service), and S. A. Pratt.

Information Required

KATE HOPE, Deceased.—Kate Hope, wife of Henry Oliver Hope, of Banwell Castle, Somersetshire, died on 17th April, 1916. Any person having in his custody a will or codicil of the deceased, made subsequent to 21st May, 1907, exercising a special power under the will of her late father, Edward Behrens, or able to give information as to the existence of such will or codicil, is requested to communicate with Messrs. SIMPSON, CULLINGFORD & Co., 85, Gracechurch-street, E.C., 3.

General.

Mr. Edward Cutler, K.C., of Eaton-place, S.W., and of Lincoln's Inn, an authority on musical copyright law, and at one time Grand Organist of English Freemasons, left estate of gross value £26,384.

Mr. Macpherson, in answer to a question in Parliament, gives the following figures relating to registered newspapers whose circulation abroad has been prohibited :—

—	England & Wales.	Scotland.	Ireland.	Total.
December 1 ..	10	1	13	24
At present ...	17	1	10	28

None of these had been convicted of offences against the Defence of the Realm Regulations.

"W. T.," writing to the *Times* on the subject of Parliamentary grammar, says :—"When in a solemn message from one great nation to another each branch of the Legislature declares "That this House *desires* to express . . . *their* profound appreciation, &c.," it would seem to be time that each House should subject *its* motions to literary censorship.

Mr. Bonar Law announces that the Reconstruction Committee appointed by Mr. Asquith to advise the Government on the many national problems that will arise at the end of the war has been reconstructed. The composition of the committee is as follows :—The Prime Minister (chairman), Mr. E. S. Montagu, M.P. (vice-chairman), Professor W. G. S. Adams, Mr. R. R. Clynes, M.P., Sir A. M. Duckham, K.C.B., Mr. R. Hazleton, M.P., Major J. W. Hills, M.P., Mr. Thomas Jones, Mr. P. H. Kerr, Dr. Marion Phillips, Mr. B. Seebohm Rowntree, Lord Salisbury, Mr. Leslie Scott, K.C., M.P., Sir J. Stevenson, Bart., Mr. J. H. Thomas, M.P., Mrs. Sidney Webb.

Major Lord Gorell, D.S.O., R.F.A., of Kensington Park-gardens, W., and of the Temple, barrister-at-law, who was killed in action on 16th January, elder son of the first Lord Gorell, for many years President of the Probate and Divorce Division, has left unsettled estate of the value of £8,060. Probate of the will, dated 10th June, 1916, with a codicil of 27th October following, is granted to his brother, Captain Ronald Gorell Barnes, M.C., Rifle Brigade, now third Lord Gorell, and his sister, the Hon. Aura Ellida Gorell Barnes, both of Kensington Park-gardens, and Ernest Edward Bird, of Gray's Inn-square, solicitor. The testator gives £50 each to his groom Driver Rayner, his servant Gunner Hill, Trumpeter Purchase, and Gunner Paterson, the latter "in grateful recollection of many happy days spent together at the O.P., and especially on 16th September last." One-quarter of the residue is given to his brother and sister, and three-quarters is left in trust for his brother for life, with remainder to his issue.